

Husky Gridiron Football Booster Club

BYLAWS Amended February 6, 2024

Article I. Name

The name of this Organization is the Husky Gridiron Football Booster Club, a.k.a. Gridiron Booster Club. Located at Horizon High School, 5601 E. Greenway Road, Scottsdale, AZ 85254 but meetings of the Board may be held at such places within the State of Arizona as may be designated by the Board of Directors.

Article II. Purpose

The purpose of the Gridiron Football Booster Club is to assist in creating an atmosphere of enthusiastic volunteerism and support within the organization of Horizon parents, players, coaches and the surrounding community to develop the most competitive football program possible, and to help each player achieve the best possible football experience. The Gridiron Football Booster Club is responsible for creating a positive brand for Horizon High School Football through dynamic leadership, timely communication, financial and moral support, and programs that will draw students and sponsors to this quality high school program.

- No portion of the monies of the Gridiron Booster Club shall insure to the benefit of, or be distributed to, its members, directors, officers or other private persons, except that the Gridiron Booster Club shall be authorized to pay reasonable compensation for services rendered.
- Notwithstanding any provision of these articles, the Gridiron Booster Club shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501 (3) (C) of the Internal Revenue Code.
- The Gridiron Football Booster Club is the parent booster organization that supports the Football program at Horizon High School and operates under the PAWS Booster Club, a 501 © (3) organization.

Article III. Members

- Any parent, guardian, or other adult standing in lo-co parentis for an active Football player at Horizon High School may be a member and shall have voting rights. One vote per player on the football roster. **ie: 3 players equals 3 votes.**
- For insurance liability purposes, it is necessary that the members participating in activities of the Gridiron Booster Club also be members of the Horizon Booster Club known as PAWS.
- **The photographer position is a volunteer position and is to be voted in and on by the BOD to be elected to the Board of Directors to serve at will.**

Article IV.

Officers on the Gridiron Booster Club Board and Elections

Section 1. Officers

A. The Officers shall be:

- i. (1) President
- ii. (1) Vice President
- iii. (1) Secretary
- iv. (1) Treasurer
- v. (1) Accountant
- vi. (2) Fundraising/Sponsorship Manager
- vii. (1) Meals Sponsorship Manager
- viii. (2) Retail Snack Bar Co-Managers
- ix. (3) Retail-Merchandise Co-Managers
- x. (3) 12th Man Representative
- xi. (1) PAWS Representative
- xii. (1) Committee/Volunteer Coordinator
- xiii. (1) Photographer
- xiv. (5) Digital Media Team

B. Positions

- i President (1) shall preside over meetings of the organization and Board of Directors along with the Vice President, serve as the primary contact for the Coaching Staff, Administration and Athletic Director, represent the organization at meetings outside the organization as well as all parent meetings, and serve as an ex officio member of all committees. The President/Vice President and Treasurer (when applicable) are to be on all emails relating to communication with Coaching Staff, Administration and Athletic Director. Be responsible for scheduling all Gridiron Booster Club meetings. Directing the annual planning process and shall perform such other duties as may be prescribed by the Board. Coordinate the work of all the officers and committees so that the purpose of the organization is served. President will be assigned to work with key chair positions such as Fundraising. President to be actively involved in the recruitment of the incoming Freshman Team Coordinator and oversee logistics of on boarding of all board members. Actively involved in the updating of the Website along with the Treasurer, Fundraising/Sponsorship Manager, Meals Sponsorship Manager, and Merchandise Co-Managers. President to be actively involved in communication to the parent group, oversee the Website, and ensure Media information is updated as needed. President to assist in the collection of delinquent parent accounts as needed by the Treasurer. Facilities Requests for meeting space, special events, and other are to be done at the beginning of the season and throughout the year.
- ii Vice President (1) shall assist and participate in the same responsibilities as the President as stated above and carry out the President duties in his or her absence or inability to serve. The Vice President shall assist with the annual planning process and shall perform such other duties as may be prescribed by the Board. The Vice President

will work with the Committee Coordinator to ensure coverage is in place for all events.

iii Secretary (1) shall keep all records of the organization, take and record true minutes of the Gridiron Booster Club meetings and general meetings including elections, prepare the agenda, handle correspondence, and send notices of meetings to the membership. The Secretary also keeps a copy of the Minutes Book, Bylaws, Rules and Regulations, and Membership list for all three levels. Secretary will ensure necessary supplies, tables, and Facilities Requisitions have been submitted and approved and/or documents will be available at meetings, events or other activities and will have them available at meetings. Will work with the President on voting and retention of results whether done via physical meeting or email. The Secretary is to be involved with committee communication and to receive proposed budgets, agenda items and notes from committees on a regular basis so that the regular BOD meeting can have up to date information.

iv Treasurer (1) shall receive all funds of the organization, oversee the duties of the accountant, and pay out funds in accordance with the approval of the Board of Directors. He or she will present a financial statement, including PayPal records, and Tax Credit payments at every meeting and at other times of the year when requested by the Board, and make a full report at the end of the year. Treasurer to work with Webmaster on setting up PayPal links for various fundraisers and events. Oversee the preparation of all 1099 documents at the end of the year. The Treasurer along with the President(s) will assist in the collection of funds from parents when accounts become delinquent. In addition, the Treasurer will follow the PAWS Bylaws and Guidelines. **v** Accountant (1) is a paid position that will report directly to the Treasurer and is not considered a board member. The Accountant will keep an accurate record of receipts and expenditures using QuickBooks for the program's accounting function and to prepare parent billings and email them out as needed.

vi Sponsorship/Fundraising Manager (4) will bring in new and renew existing corporate or business sponsors tied to Gridiron Booster Club assets: field banners, program advertisement, scoreboard advertisement, special seating and recognition, sponsorship for Camps, Banquet, Golf, etc... This position will also coordinate the production of the Media Guide advertising to ensure consistency across sponsorship and advertising opportunities. Work with the Production Artist/Social Media Manager to ensure sponsorship information is updated and any fundraising opportunities are referenced.

vii Meals Sponsorship Manager(1)will oversee the solicitation of Meal Sponsors and coordinate the delivery and service of the meals to the players and coaches on game day.

viii Snack Bar Co-Managers (2) shall manage the Snack Bar Operation during the season, working with President(s) and Treasurer in securing outside vendors, procurement of products and donations and inventory. The Treasurer will oversee cash management. Coordination with the Treasurer in obtaining the cash box(s) at each home game. To count and verify each box with the Committee/Volunteer Coordinator and then return the funds to the Treasurer. Committee/Volunteer Coordinator to assist in ensuring the Snack Bar has coverage for all home games.

ix Merchandise Co-Managers (3) shall source vendors both online and local, the Merchandise Representative works with the Committee/Volunteer Coordinator and the

Presidents to staff the area for all home games, work with the President(s) to sell merchandise at other locations such as Pep Rally, Husky Days and Homecoming, receives assistance from President(s) for coaching staff needs, helps create merchandise sales plan and Brand, organizes cash management and flow of purchases and actual sales with Treasurer, and brainstorms ideas for maximizing sales and depleting inventory at the end of the season. Work with Webmaster on getting online order sheets and other information relating to merchandise on the website, coordination with the Treasurer in obtaining the cash box(es) for each home game. To count and verify each box with the Committee/Volunteer Coordinator then return the funds to the Treasurer.

12th Man Representative (3) shall be responsible for:

- Preseason:

- o Manage hanging Sponsorship signage
- o Manage hanging the Horizon Bleacher Banners in preparation for the season
- o Manage hanging and takedown of Senior Banners

- In Season/Game Nights:

- o For All Home Games, coordinate with Game Managers and Roadies to perform the following tasks:
 - Setup/Teardown of the Husky Head
 - Setup/Teardown of Mobile Sponsorship banners
 - Setup/Teardown of Gridiron Grill
 - Setup/Teardown of Merchandise

- Special Events:

- o Seven on Seven and Big Man Competitions
 - Prepare the trailer with needed materials (drinks, tents, etc...)
- o Spring Game
 - Assisting at the event in setup/teardown
 - Setup/Teardown of Gridiron Grill

o Golf Tournament

- Responsible for taking the Husky Head offsite (setup/teardown) ▪

Assisting at the event in setup/teardown

o End of Season Banquet

- Be responsible for taking the Husky Head offsite (setup/teardown) ▪

Assisting at the event in setup/teardown

xi Committee/Volunteer Coordinator (1) shall be responsible for the coordination of volunteers for Snack Bar, Merchandise, field prep, special events and other using Signup Genius. To meet and welcome volunteers at each game to provide direction and to ensure a Board Member/Crew Captain is available in the Snack Bar at each home game. To provide updates at meetings on committees both in written and verbal format. Responsible for ensuring Parent Volunteer Forms for the District are received from all volunteers and given to the Athletic Director and a copy is retained for the Booster in a Binder in the Snack Bar.

xii PAWS/Community Service (1) shall attend PAWS monthly meetings and is the Gridiron Booster Club Representative to keep the Parent Group updated and to inform PAWS of special events and other relating to the football program. Coordinates and works with PAWS relating to email blasts to have football program and event information included in their weekly mailing. Ensure Team Representatives, PAWS Newsletter and Media are informed.

xiii Photographer(1) will ensure there are photos available from each activity and game throughout the year and organize the photos by level throughout the season. The Photographer will manage the Flickr Account and download photos in an organized format for parents to access. The photographer will also coordinate the season end video.

xiv Digital Media Team (5) Responsibilities include: Managing content on the Horizon Huskies website (<https://www.huskygridiron.com/>) in a timely and accurate fashion, including sponsor recognition, schedule updates, scoring updates, player fee payment pages, and other relevant content. Create event registration pages and manage other online platforms as needed throughout the season.

Administrator for Husky Gridiron social media platforms including Facebook and Twitter. Social media platforms are used for sponsor recognition, game day promotion, parent and community information, player and coach recognition, live game updates, links to relevant prep sports news coverage, and post-game photo albums.

Works with Sponsorship/Fundraising representative(s) to obtain sponsor logos and advertising artwork from sponsors for recognition in various media platforms and other game day recognition vehicles (banners, PA announcements, etc.).

Responsible for digital media presentation including sponsors, team, coaches,

volunteers played during home game nights.

Applicable research into technology available for various needs of the Gridiron Organization.

C. The Number of Board positions can be changed at any special meeting called.

D. Term of Board Officers is one (1) year.

E. Voting; Parents must be present to vote and no proxy votes will be accepted. Quorum: Half of the Board of Directors of the Gridiron Booster Club plus one (1) is necessary to be present for voting to constitute a quorum for the purpose of voting.

Section 2. Nominations, Elections and Terms of Board Officers

A. Elections will be held no later than January 31st of each year.

B. Current Board of Directors to remain on the Board for a minimum of **30 days or the first scheduled BOD meeting of the year** after new election of Officers takes place to assist with the transition of information and materials.

Section 3. Eligibility

Parents are eligible to hold a Board of Directors' position on the Gridiron Booster Club and vote if they have an active player on the roster, are a returning Board member, or are a parent of a Horizon Alumni student. If a Board member's player quits while the Board member is serving their one-year term, the Board member may remain on the Board and complete their term. Executive Board members (President, Vice President, Secretary, and Treasurer) must have an active player on the roster. Each Board member needs to be a member of PAWS.

Section 4. Vacancies

If there is a vacancy in the office of President the Vice President will become the lead until the position is filled at the next regularly scheduled meeting, and the new President will be elected. If there is a vacancy in any other office, members will fill the vacancy through an election at the next regular meeting and after the Parent Group has been given proper notice as to be added to the ballot and email notification has been sent a minimum of 5 days prior to meeting. The only stipulation to this policy would be that **If voted on by the BOD that this position does not require an immediate replacement the open vacancy can and will be filled at the next scheduled election as the BOD deems necessary. At this time the parent group needs to be notified before the vote as stated above.**

Section 5. Removal from Office

Officers can be removed from office at a regular meeting where previous notice has been given for performance and lack of involvement within the Booster, which has caused another Board Member to facilitate and handle the workload.

Board members can be removed for the use of vulgar language and unacceptable behavior during any event or participation in the capacity of a BOD.

BOD with excessive absenteeism from BOD meetings and committee participation will be

removed.

If a Board member's player is suspended for violating any section of the Code of Conduct set forth in the football program the Board member will be placed on suspension, as well, until the situation has been rectified which could deem that the Board member will need to resign if their player will be suspended from play longer than 2 weeks with the exception of grades. If a player is suspended from play for grades the Board member will remain on the Board, however, if the player is permanently suspended the Board member will need to resign. PAWS Bylaws and Guidelines to be followed.

Article V. Gridiron Booster Club Meetings

Section 1. Board of Directors Meetings

Board of Directors meetings will be held on the second Tuesday of every month during the football season at 6:30 pm and continuing at least monthly in the off season, in case of a conflict with another school function, program event or if more than half of the BOD cannot be in attendance a later date may be required. More frequent meetings may be called if needed by the President. Locations of the BOD meetings are to be determined by the Board of Directors at least 5 days before the meeting. Off Season the BOD and committees will hold meetings monthly or as needed for the up-coming season to stay on task. The annual meeting will be held no later than January 31st of each year at a regular meeting. The annual meeting is for receiving reports, electing officers and conducting other business that should arise. The Secretary will send out a reminder notification to all members of the meetings via email communication and the meeting will be noted on the Football Website at least 10 days prior to the meeting.

Section 2. General Meetings

This meeting would include but not limited to the Vice President, (the President if so wishes) the Secretary and any other Board Member who wishes to attend. This meeting would take place the last Monday of the Month at 6:30 pm via Google Meets or Zoom to discuss what was talked about during the Board of Directors meeting held earlier on the second Tuesday of the month. This meeting would allow the minutes to be read to the parents of the players and to discuss any open topics with the group.

Section 3. Special Meetings

Special meetings may be called by the President(s), any two members of the Board, or five general members submitting a written request to the Secretary. Previous notice of the special meeting shall be sent to the members at least 5 days prior to the meeting, via email and notification on the Football website. Thus allowing total transparency of the BOD and its Executive team to the entire football family. ie looking for volunteers to head up certain tasks and or committees assigned to as needed by the President.

Section 4. removed

Section 5. removed (redundant talked about earlier in section 4 Article 4)

Article VI. Committees

Section 1. Volunteers

Committees may consist of members (all parents) and board members, with at least one of the President(s) acting as an ex officio member of all committees.

Committees will be formed for Special Events, i.e.: Season Potluck, Golf Tournament, Banquets, Senior Night, Passing League events, etc.

Section 2. Additional Committees

The Board may appoint additional committees as needed.

Article VII. Finances

Section 1. An operating budget shall be presented no later than February for each football season and approved by a majority vote of the members present.

Section 2. The Treasurer shall keep accurate records of any disbursements, income, and bank account information. Including PayPal receipts and reconciliation acquired for the Football Website.

Section 3. The Board of Directors shall approve all expenses of the organization.

Section 4. Two signatures shall be required on each check for any amount over \$500.00. Signers shall be one of the President(s) and Treasurer.

Section 5. The Treasurer shall prepare a financial statement at the end of each month, year, and upon the request of the Board. Financial records' will be available at each Gridiron Booster Club meeting.

Section 6. Removed, redundant discussed in Article 10 section A

Section 7. The fiscal year shall commence on January 1st of each year and end on December 31st of the same year. 1099 forms to be prepared if needed.

Section 8. Counting of Booster Club should be counted by 2 BOD members and provide signatures on the documents at all times to ensure that all funds have been accounted for and credited accordingly. The Treasurer or assigned BOD member that will hold monies shall do so no longer than 24 hours following any function where money is collected in a secure bag and deposited on the next business day. In the event the Treasurer is unavailable the transfer will go to one of the President(s).

Follow Section 8 when Treasurer is not available

If fraudulent activity occurs on behalf of any BOD or parent representative, the BOD will be removed, PAWS and the school Administration will be notified and legal proceedings started as advised by PAWS legal counsel

Section 9. A parent whose spouse is also the Head Coach for Horizon High School Football cannot hold the following positions: President(s), Secretary, Treasurer or either Retail positions, however, they can hold another position on the Board.

Section 10. The Snack Bar or Merchandise Chair may not be related to the Treasurer.

Section 11. A Coach may not have access to and/or sign on checking and savings accounts relating to the Husky Gridiron Football Booster Club.

Section 12. Reimbursement of Expenses

Members must complete a Reimbursement Form clearly identifying the purchase and reason for reimbursement.

Section 13. Receipts are to be attached to the Reimbursement form, No cash reimbursement will be given no matter the amount of the reimbursement. Funds will be reimbursed via Gridiron Booster Club Checking account at the next BOD meeting.

Section 14. The Board of Directors may vote to have the finances and accounts of the Gridiron Booster Club audited.

Section 15. Credit card readers or any other electronic devices that receive payment will be available during all home games at the Snack Bar and Merchandise Table. The Treasurer if absent again one of the president(s) will collect the card readers and receipts following each game.

Section 16. Debit Cards shall be issued to the President, Vice President, Treasurer and Snack Bar Coordinator(s)

This card is to be used for the sole purpose of purchasing product or services for the Football Program.

All receipts need to be itemized and submitted to the Treasurer at each Booster meeting. The Treasurer is to monitor the purchases on the Debit cards to insure Approvals are obtained and receipts are submitted timely.

If fraudulent activity occurs on behalf of any BOD or parent representative, the BOD will be removed, PAWS and the school Administration will be notified and legal proceedings started as advised by PAWS legal counsel.

The President(s), Treasurer and Snack Bar Coordinator will turn in their Debit Cards at the time of the Elections of new Officers for the Booster Club. New cards will be issued with new Pin #'s to the Officers appointed to said positions for the next fiscal year.

Article VIII. Parliamentary Authority

Robert's Rules of Order <https://robertsrules.com/> (latest addition) shall govern meetings when they are not in conflict with the Gridiron Booster Clubs Bylaws, or by other specific rules of procedure or by others adopted by the Board.

Article IX. Standing Rules

Standing Rules may be approved by the Board, and the Secretary shall keep a record of the Standing Rules for future reference and are available at all meetings. Standing Rules to work in conjunction with the Bylaws or other procedures adopted by the Board.

Article X. Dissolution

The organization may be dissolved with previous notice (10 calendar days) and half (1/2) plus one (1) of those present at the meeting.

A. Any money remaining in the Husky Gridiron Football Booster Club accounts will be transferred to the Football Bookstore account within 30 days and once final accounting procedures and closing of Gridiron Booster Club books have been completed.

Article XI. Amendments

These Bylaws may be amended at any regular or special meeting, providing that previous notice was given via email to all members of the Husky Gridiron Football Booster Club by the Secretary, in addition to posting notice on the Football website. Amendments will be approved by half (1/2) plus one (1) of those present, assuming a quorum has been met. The bylaws once revised or in its original state should be posted to the Husky Gridiron Football Booster Club webpage for all members of the Husky Football family to review.

Article XII. Conflict of Interest Policy Section 1. Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt Gridiron Booster Club interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Board Officer or member of a committee of the Gridiron Booster Club or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing Conflict of Interest applicable to nonprofit and charitable organizations.

Section 2. Definitions

1. Interested Person: Any Board Officer, or member of a committee with governing board delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family.
3. An ownership or investment interest in any entity with which the Gridiron Booster Club has a transaction or arrangement.
4. A compensation arrangement with the organization or with any entity or individual with which the Gridiron Booster Club has a transaction, or an arrangement, or a potential ownership or investment interest in, or compensation arrangement with any entity or individual with which the Gridiron Booster Club is negotiating a transaction or arrangement.

a. "Compensation" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A person who has a financial interest may have a conflict of interest only if the Board and/or Committee member decides that a conflict of interest exists.

Section 3. Procedures

A. Duty to Disclose

1. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers who are considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board and/or Committee Members shall decide whether conflict of interest exists.

B. Procedures for Addressing the Conflict of Interest

1. An interested person may make a presentation at the Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

2. The President(s) of the Board, if appropriate, appoints a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement exercising due diligence, the Board and/or Committee Members shall determine whether the Gridiron Booster Club can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
3. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board and/or Committee Members shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Gridiron Booster Clubs best interest, for its own benefit, and whether it is fair and reasonable.
4. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

C. Violations of the Conflict of Interest Policy

1. If the Board and/or Committee Members have reasonable cause to believe a Board, Committee Member or Member has failed to disclose actual or possible conflicts of interest; it shall inform the Board of the basis for such belief and afford the individual an opportunity to explain the alleged failure to disclose.

2. If, after hearing the individual's response and after making further investigation as warranted by the circumstances, the Board and/or Committee Members determine that the member has failed to disclose an actual or possible conflict of interest; it shall take appropriate corrective action.

Section 4. Records of Proceedings

The minutes of the Board and all committees with board delegated powers shall contain:

The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest; the nature of the financial interest; any action taken to determine whether a conflict of interest was present; and the governing Board's and/or Committee's decision as to whether a conflict of interest in fact existed.

The names of the persons who were present for discussions and votes relating to the transaction or arrangement; the content of the discussion; including any alternatives to the proposed transaction or arrangement; and a record of any votes taken in connection with the proceedings.

Section 5. Annual Statements

Each Board of Director and member of a committee with governing board- delegated

powers shall annually sign a statement which affirms that such person: Has received a copy of the conflict of interest policy; Has read and understood the policy; Has agreed to comply with the policy

Article XIII. Records Policy

Section 1. Purpose

To ensure that all Gridiron Booster Club records are maintained, organized and are accessible by parent group upon reasonable request either verbally or written.

Section 2. Procedures

Transition of any and all records via hard copy, electronic or other, website detail and “Officers Manual” from one board to the other, from one officer to the other or from one committee member to the other will be performed within 48 hours of request. Each Officer to be given an “Officers Manual”/ Bylaws and all documents received during their term via documents shared in the Google Docs handouts. Documents should be acknowledged and signed by each and every member of the board to be filed and saved.

Website pass code for private documents may be updated periodically for security reasons.

In the case of abuse or other conflicting situations 24 hour notice will be provided via email.

All other procedures to be set in the Rules and Regulations and any other guidelines adopted by the Board.

Website login and PayPal Passwords to be changed on 2/1 of each year. If a BOD who had access to these areas resigns from the Board during the season this information needs to be done immediately upon their resignation. Contracts/Agreements President(s) and the Treasurer must sign any contracts/agreements once approved by a vote.

Article XIV. Indemnity

Subject to the further provisions hereof, the Gridiron Booster Club shall indemnify any and all existing or former directors, officers, and employees against all expenses incurred by them, and each of the, including but not limited to legal fees, judgments, penalties, and amounts paid in settlement or compromise, which may arise or be incurred, rendered, or levied in any legal action brought or threatened against any of

them for or on account of any action or omission alleged to have been committed while acting within the scope of their duties as Board Director of the Gridiron Booster Club, whether or not any settlement or compromise is approved by a Court. Indemnification shall be made by the Gridiron Booster Club whether the legal action brought or threatened is by or in the right of the Gridiron Booster Club or by any other person.

Whenever any existing or former Board of Director or agent shall report to the President(s) of the Gridiron Booster Club that he or she has incurred or may incur expenses, including but not limited to legal fees, judgments, penalties, and amounts paid in settlement or compromise in a legal action brought on threatened against him or her on account of any action or omission alleged to have been committed by him or her while acting within the scope of their duties as a Board of Director, or agent of the Gridiron Booster Club, the Board of Directors shall, at its next regular meeting or at a special meeting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved in the action or contemplated action, such personal acted, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent tin regard to the matter involved in the action or contemplated action.

Indemnification shall be automatically extended as specifically herein provided; however, the Gridiron Booster Club shall have the right to refuse indemnification in any instance in which the person to whom indemnification would have been applicable shall have unreasonably refused to permit the Gridiron Booster Club, at its own expense and through counsel of its own choosing, to defend him or her in the action. The power of indemnification under Arizona Revised Statutes shall not be denied or limited by these Bylaws.

Certificate of Secretary

I, the undersigned, do hereby certify that the foregoing Amended Bylaws were duly adopted as the Amended Bylaws of the Husky Gridiron Football Booster Club by the Board of Directors of the Gridiron Booster Club at a meeting at which a quorum was present, which was duly called and held on March 8, 2022.

That I was duly elected and appointed to serve, and I did serve as Secretary of such meeting.

In Witness Whereof, I have hereunto subscribed my name on February 13,

2024.

_____ , _____

Current Recording Secretary, Dana Seymour; President, Molly Allen